



Sherry Bates, President, Scranton
Greta Rouse, President Pro Tem, Emmetsburg
David R. Barker, PhD, Iowa City
Robert Cramer, Adel
Nancy Dunkel, Dyersville
Jim Lindenmayer, PhD, Ottumwa
JC Risewick, Johnston

Mark J. Braun, EdD, Executive Director

Routing/Review Approval of Personnel Settlement Agreement

Please sign/date where indicated below noting the approval or denial of the attached proposed Personnel Settlement Agreement. ****After signing, please return to the attention of BOR – General Counsel.**** If "denied," please return to BOR – General Counsel.

In the matter of: Dr. Kaikobad Irani

Institutional Staff: Maria Lukas, Deputy General Counsel
Rachel Marquardt, Deputy Counsel

Office of the Attorney General

Reviewed by (Print Name): Jeffrey Peterzalek, Deputy Attorney General for Civil Litigation

Reviewer's Signature: 

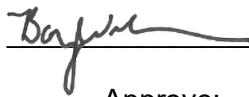
Date: July 18, 2024

Reviewed:

Redacted:

Institution: State University of Iowa

Institutional Head's Printed Name: Barbara J. Wilson, PhD

Institutional Head's Signature: 

Date: July 17, 2024

Approve:

Deny:

Board of Regents

Executive Director's Printed Name: DocuSigned by: Mark Braun

Executive Director's Signature:  EF898DCEFCBED45B

Date: 7/18/2024

Approve:

Deny:

**IOWA BOARD OF REGENTS, STATE OF IOWA,
STATE UNIVERSITY OF IOWA, AND KAIKOBAD IRANI
SEPARATION AGREEMENT**

The **STATE UNIVERSITY OF IOWA** (Employer, SUI, or University of Iowa), by and for its Carver College of Medicine and University of Iowa Health Care, and **KAIKOBAD IRANI** (Employee) enter into the following Separation Agreement, which reflects the parties' mutual desire to resolve any disputes arising from the Employee's employment. Accordingly, the parties agree to the following:

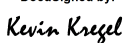
1. **Employee Resignation.** Employee agrees to voluntarily resign from his tenured professor appointment in the Department of Internal Medicine in the Carver College of Medicine (CCOM) at the University of Iowa, effective on the Separation Date, which shall be a date no later than August 31, 2024. Effective on the Separation Date, Employee shall relinquish any and all rights he holds to tenure at the University of Iowa. Employee will be paid his full salary and benefits through the Separation Date, as well as compensation for any incentive earned through the Separation Date.
2. **Mutual Agreements.** In addition to the terms and conditions in this Agreement, the parties further agree to abide by the terms and conditions set forth in the Notification and Acknowledgement of UI Research Policies and incorporated here as Exhibit 1.
3. **Settlement Payment.** In consideration for the waiver of all of Employee's claims against the University, as outlined in Paragraph 2, the University of Iowa shall pay Employee the total sum of \$350,000 within 30 days of the Separation Date as follows:
 - a. A payment in the amount of \$233,333.34 shall be made to Employee by direct deposit subject to all regular payroll adjustments, including without limitation deductions for taxes.
 - b. A second payment in the amount of \$116,666.66 shall be made to Duff Law Firm, PLC for attorneys' fees and costs. Duff Law Firm, PLC will provide a W-9 and UI will issue a 1099 to the Duff Law Firm for this payment.
4. **Waiver and Release.** In consideration for SUI's agreement to the terms set forth above, Employee hereby irrevocably and unconditionally releases, remises, and forever discharges and covenants not to sue SUI, the State of Iowa, and the Iowa Board of Regents, and each of their respective agents, directors, officers, employees, representatives, attorneys, divisions, subsidiaries, affiliates (and agents, directors, officers, employees, representatives and attorneys of such divisions, subsidiaries and affiliates), and their predecessors, successors, heirs, executors, administrators and assigns, and all persons acting by, through, under, or in concert with any of them (collectively, the "Releasees"), or any of them, of and from any and all grievances, actions, causes of action, suits, debts, charges, claims, liabilities, obligations, promises, agreements, controversies, damages, and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, in law or equity, which Employee ever had, now has, or Employee or Employee's heirs, executors and administrators hereafter may have, particularly against each or any of the Releasees, from the beginning of time to the date of this Agreement, by reason of any claims against SUI, or any of its directors, officers, agents, employees or representatives, arising from or related to Employee's employment relationship with SUI (and compensation and benefits related thereto) or the end thereof, including, but not limited to, any claims arising from any alleged violation by SUI of any federal, state or local statutes, ordinances or common laws, including but not limited to, the Rehabilitation Act of 1973 (29 U.S.C. §701, *et seq.*), Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000, *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, *et seq.*), the Age Discrimination in Employment Act (29 U.S.C. §626 *et seq.*);

the Equal Pay Act (29 U.S.C. § 206(d)); the Iowa Civil Rights Act (Iowa Code Chapter 216); Iowa Wage Payment and Collection Law (Iowa Code Chapter 91A); the Americans with Disabilities Act (42 U.S.C. §12101 *et seq.* and related sections and amendments); any and all claims referenced directly or indirectly in his attorney's April 22, 2024 communication; and any claims in violation of common law or public policy of this state. Employee acknowledges this release includes all claims against employees of SUI, the State of Iowa, and the Iowa Board of Regents in their official and individual capacities.

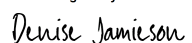
- a. Employee has read this Agreement in its entirety and understands all of its terms.
 - b. Employee knowingly, freely, and voluntarily agrees to all of the terms and conditions stated in this Agreement, including without limitation, the waiver, release, and covenants contained in it.
 - c. Attorneys Jim T. Duff and Tom Duff of the Duff Law Firm, PLC in West Des Moines, Iowa, have represented Employee regarding this Agreement and provided legal advice to Employee about it.
 - d. Employee acknowledges that Employee was informed that Employee has had at least twenty-one (21) days in which to review and consider this Agreement, to review the information as required by the ADEA, a copy of any materials attached to and made part of this Agreement, and to consult with an attorney regarding the terms and effect of this Agreement.
 - e. Employee may revoke the waiver of any ADEA claim for a period of seven (7) days following the date on which Employee signs this Agreement, and the waiver/release of any age discrimination claims shall not become effective or enforceable until the revocation period has expired.
5. **Pending Proceedings.** On the Effective Date of this Agreement (see Paragraph 12), the SUI will suspend any internal proceedings regarding Dr. Irani that occurred prior to the Effective Date, but will keep interim measures in effect. Subject to all other terms and conditions of this Agreement, the SUI will dismiss such review proceedings on the Separation Date, provided that Dr. Irani's separation is effected that day. . On the Effective Date, to the extent permissible under the law the Employee will cause all complaints, proceedings, or other investigations filed or otherwise initiated by the Employee to be withdrawn and any not withdrawn shall be deemed dismissed as of the Effective Date of this Agreement. Employee agrees to cooperate to effectuate all dismissals.
6. **University Property.** Employee agrees to return to Employer all SUI property before the Separation Date. Such property includes without limitation any university keys or access cards, electronic computing devices, mobile phones, purchasing cards, and parking passes in Employee's custody, possession, or control, in addition to all research equipment (as defined in UI Policy Manual §V-12.2) in Employee's custody or control, purchased with SUI institutional funds. SUI agrees to follow the CCOM and UI Healthcare guidelines and policies for evaluating equipment relocation from the lab space. All capital equipment (as defined in UI Policy Manual § 12.12) will be evaluated pursuant to CCOM and UI Healthcare policies.
7. **Future Employment.** Employee agrees that he will not seek or accept employment with Employer as of the expiration of the revocation period set forth above.
8. **Representation of Comprehension of Agreement.** Employee and Employer enter into this Agreement knowingly and voluntarily with full understanding of the terms and provisions in it, having been advised to and having consulted with legal counsel.

- 9. **No Admission of Liability.** This Agreement is not and shall not in any way be construed as an admission by SUI or by the State of Iowa or the Iowa Board of Regents or any of the Releasees that it/they engaged in any wrongful acts against Employee or that it violated any federal, state, or local law. The Agreement is not and shall not in any way be construed as an admission by Employee that he has engaged in any wrongful acts or misconduct or that he violated any federal, state, or local laws, while employed by SUI..
- 10. **Unemployment.** Employer agrees not to contest the Employee's unemployment compensation claim arising from Employee's resignation. Notwithstanding such agreement, Employer reserves the right to respond to any governmental inquiries related to unemployment benefits regarding Employee's separation in a manner that is truthful, adequate, and complete.
- 11. **Approvals and Effective Date.** This agreement is subject to Iowa Code §22.13A and must be approved by the Executive Director of the Iowa Board of Regents and the President of the State University of Iowa and reviewed by the Attorney General or her designee. This agreement shall become effective on the Effective Date, which shall be the first date on which all necessary approvals and review have been completed. Once in effect, this Agreement shall be posted to the Board of Regents website.
- 12. **Public Record.** This agreement is subject to Open Records and is available for public inspection and copying.
- 13. **Governing Law and Venue.** This Agreement is made and entered into in the State of Iowa and shall in all respects be interpreted, construed, enforced, and governed under the laws of the State of Iowa. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be in Johnson County District Court for the State of Iowa. This provision shall not be construed as waiving any defenses or immunity to suit or liability by either Party, including without limitation sovereign immunity in state or federal court, which may be available to the State of Iowa and the State University of Iowa as its instrumentality.
- 14. **Modification of Agreement.** This Agreement shall not be modified or amended except by written agreement of the parties.
- 15. **References.** In the event a potential employer calls the University of Iowa for a reference, University of Iowa officials will only confirm dates of employment and positions held unless other express written consent is provided from the Employee.

FOR THE EMPLOYER:

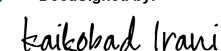
DocuSigned by:

 Kevin C. Kregel, PhD
 Executive Vice President and Provost

7/15/2024
 Date

DocuSigned by:

 Denise Jamieson, MD MPH

7/15/2024
 Date

FOR THE EMPLOYEE:

DocuSigned by:

 Kaikobad Irani, MD

7/12/2024
 Date

Vice President, Medical Affairs and Dean

DocuSigned by:

J. Martin Scholtz

7/15/2024

0FE5BA86937A471...
J. Martin Scholtz, Jr., PhD
Vice President, Research

Date

Attachment 1

Notification and Acknowledgement of UI Research Practices

The UNIVERSITY OF IOWA (Employer, UI, or University of Iowa) provides this notification regarding research practices to KAIKOBAD IRANI (Employee):

The Parties agree to proceed as described below with respect to aspects of Employee's research activities at UI, provided that the parties reach an agreement for Employee's separation from UI. In the event this condition is not satisfied, this notification and acknowledgement shall be rescinded as of its inception.

1. **Grant Payback Requirements.** In the event UI is required by the Office of Naval Research to provide grant payback in connection with research conducted by Employee, UI agrees to fund such a payback.
2. **Oversight Review.** UI will inform the Employee in writing of the outcome of the oversight review conducted by the Office of Naval Research Office of Inspector General.
3. **Grant Transfer Requests.** UI agrees to evaluate a subaward for certain grants pertaining to Employee consistent with its normal process for departing researchers.
 - A. To follow the standard process to subaward work on a current UI grant, several steps must occur. The following is a high-level (not exhaustive) summary of that process:
 - The Contact PI and other MPIs listed on the project all must agree that the work can be sub awarded,
 - The Contact PI and MPIs must also agree on a specific scope of work that may be sub awarded. The scope of work to be contracted generally will not exceed the effort listed on the initial grant.
 - After the MPIs all recommend on what specific scope of work can be included in a subaward, the sponsoring College (here Carver College of Medicine) and Vice President for Research (through the Division of Sponsored Programs) must submit a request for a subaward to the funding agency.
 - Ultimate approval of any subaward is at the discretion of the funding agency.
 - After approval from the funding agency, the new institution (subrecipient institution) must accept the subaward and agree to perform the work under the terms from the funding agency prime grant.
 - B. With the Contact PI's permission, The Carver College of Medicine and Vice President for Research (Authorized Organization Representative) agree to submit a request for a subaward to the funding agency, and, if granted, to cooperate with the funding agency in issuing subawards on the two grants listed below for Employee:

Grants Eligible for Subaward	Contact PI Who Must Support A Subaward	Employee's Role and Effort on Grant at UI
R01 HL115955 and Supplement R01 HL115955-S1	Barry London	MPI – 8.3% effort
R01 HL147545 and Supplement R01 HL147545-S1	Barry London	MPI – 12% effort

Ultimate approval of any subaward is at the discretion of the funding agency for the two grants where Employee currently serves as MPI listed above. If a subaward is approved, UI will cooperate with Employee's new institution to promptly complete the required agreements and all required steps to complete the subaward. If agreed by the Contact PI, the subaward would be consistent with the current effort listed in the award and all unspent funds, no cost extensions, and supplements.

- C. Employee also has listed roles on two grants with de minimis or no effort. No- effort grants (and 1% effort grants) typically are not eligible for a subaward under standard university processes, because there is no consistent effort to award to a subrecipient. Employee previously had a listed role as a Co-I 5% effort on grant R01 HL152104 but is currently at 1%. The Contact PI for this grant is Barry London, and if Dr. London agrees, the UI will submit a request for a subaward and, if granted, cooperate in the process of issuing a subaward consistent with the effort listed on the original grant application. The UI agrees to submit a request for a subaward on that grant pursuant to the same process outlined in 3 (A) and (B) above. Further, if Dr London agrees, the UI will submit a request for a subaward of unspent funds allocated to the Employee.

To the extent that NIH lifts a salary restriction on R01 HL167773, if agreed by the Contact PI, the UI agrees to submit a request for a subaward on that grant pursuant to the same process outlined in 2 (A) and (B) above. If a subaward is approved by the funding agency, UI will work with Employee's new institution to complete the required agreements.

However, nothing about this fact changes the listed role for Employee on the project, and he remains free to identify his involvement as Co-I or Contributor on those grants.

Grants Not Eligible for Subaward Due to Current Effort	Contact PI	Employee's Role and Effort on Grant at UI
R25 CA273964	Jon Houtman	Other Significant

		Contributor – 0% effort
R01 HL152104	Barry London	Co-I –1% effort
R01 HL167773	Ajit Vikram	Co-I – 0% effort due to salary restriction

- D. For avoidance of doubt, university agrees to request subawards to the funding agency and, if granted, cooperate with the funding agency in issuing the subawards for the above eligible grants if the following conditions are met: (1) the Contact PI and other MPIs reach an agreement that the work can be sub-awarded; and (2) the grant in sub-paragraph A.(1) above is active or in a no-cost extension and has funding remaining at the time of the request for a subaward.

- E. Employee acknowledges that the UI cannot guarantee the outcome of following this process and can only represent what actions the Carver College of Medicine and VPR will take in requesting action of the funding agency. UI cannot speak for the grant MPIs, funding agencies, or any new institution.

- F. Unless otherwise required by law, UI Policy, or a grant agreement, UI will not make any unsolicited statements to the NIH or any other funding entity or known prospective employer or take other unsolicited actions that are reasonably likely to negatively impact the funding agency’s approval of the subawards. Nothing in this provision prohibits the university from communicating truthfully with funding entities or from defending itself or its employees. For purposes of this subsection, an unsolicited statement is a statement that is given without being asked for or prompted by a 3rd party and UI shall be defined as official UI actions/statements, or Vice Presidents and/or Associate Vice President for Research, Provost and/or Associate Provost for Faculty or UI President.

- G. The UI agrees appropriate notification will be made to Employee’s funding agencies and Principal Investigators for his grants, in writing within 14 days of the Separation Date. Employee agrees to make appropriate notifications to other investigators within 14 days of the Effective Date.

- H. The Parties acknowledge that this paragraph 3 of this Notification is an essential and material term of the contract and is the purpose and object of Parties in making the contract and goes to the root of what Employee is contracting for.

By signing below, Kaikobad Irani acknowledges receipt of this notification and his understanding of its provisions.

FOR THE EMPLOYER:

DocuSigned by:
Kevin Kregel 7/15/2024
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Kevin C. Kregel, PhD
Date
Executive Vice President and Provost

DocuSigned by:
Denise Jamieson 7/15/2024
F4D0F130923F4BE...
Denise Jamieson, MD MPH
Date
Vice President, Medical Affairs and Dean

DocuSigned by:
J. Martin Scholtz 7/15/2024
0FE0BA80897A471...
J. Martin Scholtz, Jr., PhD
Date
Vice President, Research

FOR THE EMPLOYEE:

DocuSigned by:
Kaikobad Irani 7/12/2024
E0E64E9ED02D406...
Kaikobad Irani, MD
Date